TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~330~~ 130

THE CITY OF ST. LOUIS, PLAINTIFF IN ERROR,

vs.

SOPHIA ASTLEY KIRKPATRICK.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICTS OF MISSOURI.

FILED DECEMBER 5, 1870.

SUPREME COURT OF THE UNITED STATES.

No. 330.

THE CITY OF ST. LOUIS, PLAINTIFF IN ERROR,

vs.

SOPHIA ASTLEY KIRKPATRICK.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICTS OF MISSOURI.

INDEX.

	Orginal.	Print.
Declaration	1	1
Summons	9	4
Marshal's return	10	5
Plea of nil debet filed	10	5
Plea of nil debet	11	5
Case called for trial and jury ordered	11	6
Verdict and judgment	12	6
Motion to arrest judgment filed	12	6
Motion	13	7
Agreement filed	13	7
Agreement	14	8
Motion for new trial filed	15	8
Motion	15	8
Motion for new trial overruled and bill of exceptions filed	16	9
Bill of exceptions	17	9
Bond No. 131	17	9
Bond No. 132	19	10
Bond No. 133	20	11
Bond No. 134	22	12
Bond No. 135	23	12
Bond No. 136	25	13
Bond No. 137	26	14
Bond No. 138	28	15
Coupons Nos. 6, 7, 2, and 3	29–30	16
First stipulation	31	16
Second stipulation	31	17
Appeal bond filed and approved	33	18
Clerk's certificate	36	18
Writ of error	38	19
Citation and service	40	20

1 MISSOURI DISTRICTS, *set:*

Pleas before the honorable circuit court of the United States for the districts of Missouri, at the October term thereof, A. D. 1870.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
vs.
THE CITY OF SAINT LOUIS, DEFENDANT. } Debt on bonds.

Be it remembered that, heretofore, to wit, on the twenty-second day of July, A. D. 1870, there was filed in the clerk's office of the circuit court of the United States for the districts of Missouri, the following declaration in the above-entitled case, to wit:

Declaration.

UNITED STATES OF AMERICA,
Districts of Missouri:

In the United States circuit court for Missouri. October term, 1870.

Sophia Astley Kirkpatrick, who is a citizen of the State of New Jersey, complains of The City of St. Louis, which is a citizen of the State of Missouri, of a plea that the said City of St. Louis, defendant, render to the said Sophia Astley Kirkpatrick, plaintiff, the sum of twelve thousand dollars, lawful money, in gold coin of the United States of America, which said defendant owes to, and unjustly detains from, said plaintiff.

For that the said defendant, on the 26th day of February, in the
2 year eighteen hundred and thirty-five, was made & created a municipal corporation by the name and style of "The mayor, aldermen, and citizens of the city of St. Louis," by an act of the general assembly of the State of Missouri, on that day approved, and so continued a corporation by the name and style aforesaid, until the eighth day of February, 1839, when, by an act of the general assembly of the State of Missouri, the name of said corporation was changed, and made to be "The City of St. Louis," by which last name the said corporation has since been known and called, the boundaries of the territory contained therein, and the terms of the charter of incorporation having been from time to time changed by the authority of the general assembly of the State of Missouri; and on the twenty-seventh day of May, in the year eighteen hundred and thirty-five, the said defendant, by its corporate name, did execute its eight several bonds or writings obligatory of that date, sealed with the seal of said corporation, signed by John F. Darby, the mayor of said defendant, and by Herman L. Hoffman, treasurer of said defendant, and countersigned by Joseph A. Wherry, register of said defendant, which bonds are numbered respectively, 131, 132, 133, 134, 135, 136, 137, & 138, and the same are now to the court here shown, and each of said bonds is of the same tenor, except as to the number thereof. And by each of said bonds or writings obligatory, the said defendant did acknowledge to be indebted to J. Delafield in the sum of one thousand dollars, lawful money of the United States of America, which sum the said defendant then and there bound itself well and truly to pay to the said J. Delafield or his assigns, on the first day of June, 1870, in the year of our Lord one thousand eight
3 hundred and seventy, at the Phœnix Bank, in the city of New York, and in and by each of the said writings obligatory, the said

defendant did then and there further bind itself to pay to the said J. Delafield or his assigns, an interest on the said sum of one thousand dollars, in each of said writings obligatory mentioned, at the rate of six per cent. per annum, payable semi-annually, at the said Phœnix Bank, in the city of New York; that is to say, the sum of thirty dollars on the first day of December, and thirty dollars on the first day of June in each year, upon the delivery of the coupons severally attached to the said bonds maturing at the periods above named, until the payment in the case of each bond of said principal sum of one thousand dollars.

And plaintiff says that said J. Delafield was then & there a citizen of the State of New York, and that he did, on the tenth day of June, 1835, or thereabouts, assign the said writings obligatory or bonds, and each of them, and did order and direct the same to be paid to the said plaintiff, of which defendant had due notice. And all the interest which accrued on said bonds or writings obligatory prior to and on the first day of December, 1869, has been paid and satisfied. And on the first day of June, 1870, the said eight bonds or writings obligatory of said defendant, with thirty dollars of interest on each bond, became due and payable to the said plaintiff. And on the said first day of June, 1870, the said plaintiff presented the said eight bonds or writings obligatory, with a coupon annexed to each for the sum of thirty dollars, payable on that day, at the Phœnix Bank, in the city of New York, and demanded payment thereof and therefor in coin. And plaintiff says that the said bonds were payable by the law of the land in gold or silver coin of the United States, that being the only lawful money existing at the
4 time when said bonds were made. And that by the law of the land, when said bonds were made and delivered to said J. Delafield, and assigned to said plaintiff, each dollar of the coined money of the United States contained three hundred & seventy-one and a quarter grains of pure silver, or four hundred and sixteen grains of standard silver, and that each gold eagle or piece of ten dollars contained two hundred & forty-seven ½ grains of pure gold, or two hundred and seventy grains of standard gold. And afterwards, on the 18th January, 1837, the standard and weight of the gold and silver coin of the United States were, by authority of the said United States, altered, and the standard of gold coin was made to consist of nine hundred parts of pure gold and one hundred of alloy. And the standard of silver coin was made to consist of nine hundred parts of pure silver and one hundred parts of alloy. And the silver dollar was made to contain four hundred and twelve ½ grains of said last-named standard silver, and the gold coinage was made to contain at the rate of twenty-five $\frac{4}{5}$ grains of standard gold for each dollar. And no other gold or silver coins have ever been by law made a legal tender for debts (exceeding five dollars in amount) by any law of the United States. And plaintiff was ready and willing to have received coin of the United States of the kind designated either by the law of 1792 or by the law of 1837, in payment of the said sum of eight thousand two hundred and forty dollars, due to said plaintiff as aforesaid from said defendant, on the said eight bonds and coupons on the first day of June, 1870. And defendant wholly neglected and refused to provide for and pay the said sum of money, or any part thereof, at the said Phœnix Bank, in said city of New
5 York. And said plaintiff being informed that said defendant had changed its fiscal agent at the said city of New York, and that it then used the Bank of the Republic, as its fiscal agent for paying its obligations at New York City, did, on the first day of June, 1870, present the said eight bonds, with the said coupons attached thereto, to

the Bank of the Republic, at New York City, and did demand payment thereon of the said sum of eight thousand two hundred and forty dollars in gold coin. But said defendant did not nor would pay said sum of money, or any part thereof. Whereby an action hath accrued to said plaintiff to demand and have of and from the said defendant, the said sum of eight thousand two hundred & forty dollars, lawful money of the United States, parcel of the sum of money above demanded.

And whereas, also, afterwards, the said plaintiff, on the first day of June, 1851, became & was the holder, for value, of a certain coupon for value drawn & issued by the city of St. Louis, defendant, bearing date April 28, 1851, at St. Louis, Missouri, addressed to the Phœnix Bank, in New York City, ordering and directing the said Phœnix Bank to pay to the holder of said coupon thirty dollars, being half a years' interest due on the 28th day of April, 1870, on the bond of the city of St. Louis, No. 6, issued under ordinance No. 2620, which coupon is to the court here now shown. And on the said 28th April, 1870, the said plaintiff presented the said coupon at the Phœnix Bank, in the city of New York, and demanded payment of said sum of thirty dollars; and said Phœnix Bank refused to pay said sum of money, or any part thereof; and plaintiff says that defendant, before the said 28th April, 1870, withdrew from said Phœnix Bank all money credits and effects which it had previously had in said Phœnix Bank, to wit: on the first day of Jan-
6 uary, 1870, and that defendant, on the 28th April, had no cause to expect, or expectation, that the said Phœnix Bank would pay said coupon on that day, and defendant had due notice that said order was not paid at maturity; whereby an action hath accrued to the plaintiff to demand and have from said defendant the sum of thirty dollars in gold coin, further parcel of the said sum of money above demanded.

And for that the said plaintiff, on the first day of June, 1851, became & was the holder, for value, of a certain other coupon, or order in writing issued and made for value, bearing date on the 28th April, 1851, at St. Louis, Missouri, addressed to the Phœnix Bank, at New York City, whereby the said defendant ordered and directed the said Phœnix Bank to pay to the bearer of said coupon thirty dollars, being half a years' interest due on the 28th April, 1870, on the bond of the city of St. Louis, No. 7, issued under ordinance No. 2620; and on said 28th April, 1870, the said plaintiff presented the said coupon or order in writing (which is now here to the court produced & shown) to the said Phœnix Bank, at New York City, and demanded payment thereof, and the said Phœnix Bank refused to pay to plaintiff the said sum of thirty dollars, or any part thereof; and the said defendant had, previously to the said 28th April, 1870, withdrawn from and taken out of the hands & possession of said Phœnix Bank all money, credits and effects to defendant belonging, and defendant, on the said 28th April, 1870, had no cause to expect, and did not in fact expect the said Phœnix Bank to pay the said order in writing or coupon, and defendant had due notice that
7 said order was not paid at maturity; whereby an action hath accrued to plaintiff to demand & have from said defendant the sum of thirty dollars in gold coin, further parcel of the sum of money above demanded.

And for that also the said plaintiff, on or about the first day of June, 1842, became & was the legal owner, for value, of a certain other coupon or order in writing, drawn and issued by the said defendant, addressed and directed to the cashier of the Bank of North America, at Philadelphia, ordering and directing the said cashier to pay to the bearer of said coupons or order in writing, the sum of thirty dollars, being half a

years' interest due 17th May, 1870, on the bond of the city of St. Louis, No. 2, to John Stacker or order, for iron water-pipes, dated May 14, 1842, and the said John Stacker was then & there a citizen of the State of Tennessee; and on the 17th May, 1870, when said coupon or order in writing became due and payable according to the tenor and effect thereof, the plaintiff presented the same to the cashier of the Bank of North America, at Philadelphia, and demanded payment thereof, but said cashier refused to pay the same, whereof defendant had due notice, and defendant had previously withdrawn from the said cashier of the Bank of North America & from said bank all its funds, money, credits, & effects, and had not, on the 17th May, 1842, any expectation or reason to expect, that the said order in writing or coupon would, on presentment, be paid; whereby an action hath accrued to said plaintiff to demand & have of and from said defendant the said sum of thirty dollars in gold coin, further parcel of the sum of money above demanded.

8 And for that also the said plaintiff, on the first day of June, 1842, or thereabouts, became and was the legal holder, for value, of a certain other order in writing or coupon, drawn and issued by defendant, on the 17th May, 1842, directed to the cashier of the Bank of North America, at Philadelphia, ordering and directing the said cashier to pay to the bearer of said order in writing or coupon, the sum of thirty dollars, being half a years' interest, due 17 May, 1870, on the bond of the city of St. Louis, No. 3, to John Stacker, or order, for iron water-pipes, dated May 17, 1842; and said John Stacker was then & there a citizen of the State of Tennessee; and on the 17 May, 1870, when said coupon or order in writing became due & payable, according to the tenor and effect thereof, the plaintiff presented the same to the Bank of North America, at the city of Philadelphia, and demanded payment thereof from the cashier of said Bank of North America, who refused to pay the same; and said defendant had due notice of said demand and refusal, and said defendant had also, before the said 17 May, 1870, removed and withdrawn from the said bank and the said cashier all the funds, money-credits, and effects of said defendant out of which said cashier might have made payment of said coupon; and on the said 17th day of May, 1870, defendant had no expectation nor any reason to expect, that said order or coupon would be paid by the said bank or the said cashier on presentment; whereby an action hath accrued to the said plaintiff to demand and have of and from said defendant the further sum of thirty dollars in gold coin, further parcel of the said sum of money above demanded.

9 Nevertheless said defendant, though often requested, hath not yet paid to the plaintiff the said sum of money above demanded nor any part thereof, but to pay the same said defendant hath hitherto wholly refused, to the damage of the plaintiff in the sum of one thousand dollars, wherefore she sues.

THO'S T. GANTT, *P. Q.*

And afterwards there was issued out of the clerk's office of said circuit court of the United States, the following summons, to wit:

Summons.

MISSOURI DISTRICTS, *set:*

The President of the United States of America to the marshal of the eastern district of Missouri, greeting:

You are hereby commanded to summon The City of St. Louis, a citi-

zen of the State of Missouri, that it be and appear before the honorable circuit court of the United States for the districts of Missouri, on the first day of the next term thereof, to be holden at the city of St. Louis, in and for said districts, on the first Monday of October next, then and there to answer unto Sophia Astley Kirkpatrick, a citizen of the State of New Jersey, in a plea of debt of twelve thousand dollars, to the damage of said plaintiff of one thousand dollars. Hereof fail not, and have you then and there this writ.

Witness the Honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, the twenty-second day of July, A. D. eighteen hundred and seventy.

Issued at office, in the city of St. Louis, under the seal of said circuit court, the day and year last aforesaid.

[L. S.] BEN. F. HICKMAN, *Clerk.*

10 On which summons the marshal of the eastern district of Missouri made the following return, to wit:

Marshal's return.

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

Executed this writ by reading the summons, together with the copy of declaration to Nathan Cole, mayor of the city of St. Louis, at St. Louis, within the eastern district of Mo., July 26, 1870.

C. A. NEWCOMB,
U. S. Marshal E. D. Mo.
By J. SAUER, *Deputy.*

And afterwards at a regular stated term of the circuit court of the United States for the districts of Missouri, begun and held at the city of Saint Louis, in said districts, on the first Monday of October, A. D. 1870, the following proceedings were had in said case, on Tuesday, the fourth day of October, in said year, to wit:

Plea of nil debet filed.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
ag'st
THE CITY OF ST. LOUIS, DEFENDANT. } Debt on bonds.

This day comes the defendant, by attorney, and files its plea of nil debet to the action brought by plaintiff herein against it.

Which plea of nil debet referred to in the foregoing order is as follows, to wit:

11 *Plea of nil debet.*

In the United States circuit court for the district of Missouri.

SOPHIA ASTLEY KILPATRICK
vs.
THE CITY OF ST. LOUIS.

And now comes the said defendant, by Samuel Reber, its attorney,

and defends the wrong and injury, when, &c., and says that it does not owe the said sum of money above demanded or any part thereof in manner & form as the said plaintiff hath above thereof complained against it; and of this the said defendant puts itself upon the country, &c.

REBER, *Att'y for Def't.*

And afterwards at said last-mentioned term of said circuit court, the following further proceedings were had in said case on Saturday, the twenty-second day of October, in said year, to wit:

Case called for trial and jury ordered.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
ag'st
THE CITY OF ST. LOUIS, DEFENDANT. } Debt on bonds.

This day comes the plaintiff, by attorney, and this case being regularly called for trial, it is ordered that a jury come, and thereupon comes said jury, to wit: Benjamin Davis, David F. Knox, Joseph M. Stewart, William D. Pallies, David Thomas, William C. Ellis, Robert J. Maise, W. R. Agard, James F. Jones, Martin R. Streeter, Phillip T. Molloy, and Thomas H. Astley, twelve good and lawful men, who were sworn well and truly to try the issues joined herein, and who, after hear-
12 ing the evidence, returned the following verdict, to wit:

Verdict.

"We the jury find for the plaintiff in the sum of eight thousand five hundred and forty-one $\frac{85}{100}$ dollars, debt & damages—$8,541\frac{85}{100}$.

"DAVID THOMAS, *Foreman.*"

Judgment.

It is therefore now considered by the court that the plaintiff, Sophia Astley Kirkpatrick, recover against the defendant, The City of St. Louis, the sum of eight thousand five hundred and forty-one dollars and eighty-five cents, payable in gold coin, in accordance with the terms of the bonds sued on herein, and also the costs in this behalf expended, and that execution be issued therefor.

And afterwards at said last-mentioned term of said circuit court, the following further proceedings were had in said case on Wednesday, the twenty-sixth day of October, in said year, to wit:

Motion to arrest judgment filed.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
ag'st
THE CITY OF ST. LOUIS, DEFENDANT. } Debt on bonds.

This day come the defendant, by attorney, and files its motion to arrest the judgment rendered herein, for the reasons and causes in said motion set forth.

The motion referred to in the foregoing order and filed as aforesaid is as follows, to wit:

Motion.

In the circuit court of the United States for the district of Mo.

SOPHIA ASTLEY KIRKPATRICK
vs.
THE CITY OF ST. LOUIS.

13 And now at this day comes the said defendant, by its attorney, and moves the court to arrest the judgment herein, for the following reasons:

1st. The said judgment is entered for a larger amount than the amount found by the jury in their verdict, and—

2nd. The said judgment is entered for the sum of eight thousand five hundred & forty-one dollars & eighty-five cents, payable in gold coin, and the said verdict is for that amount simply, without specifying the kind of money with which it is to be paid. Wherefore defendant prays the said judgment may be arrested and nulled and for nought held.

REBER,
Att'y for Def't.

And afterwards, at said last mentioned term of said circuit court, the following further proceedings were had in said case on Monday, the thirty-first day of October in said year, to wit:

Agreement filed to set aside verdict and judgment.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
ag'st
THE CITY OF ST. LOUIS, DEFENDANT. } Debt on bonds.

This day come the parties, by their respective attorneys, and file an agreement in writing, consenting that the judgment and the verdict hereinbefore rendered be set aside, and submitting the case to the court without a jury. And in accordance with said argeement, it is ordered that the verdict and judgment heretofore rendered herein be, and the same are hereby, set aside; and thereupon a jury having been waived by said agreement, this case was, in accordance with such agreement, submitted to the court without the intervention of a jury upon
14 the pleadings and proofs, and on consideration thereof, and being fully advised of and concerning the premises, the court finds for the plaintiff on the issues joined herein, and assesses the damages at the sum of eight thousand five hundred and sixty-nine dollars and forty-seven cents, payable in gold coin.

It is therefore now considered by the court that the plaintiff, Sophia Astley Kirkpatrick, recover against the defendant, The City of St. Louis, the sum of eight thousand five hundred and sixty-nine dollars and forty-seven cents, payable in gold coin, the damages so as aforesaid found to be due and assessed by the court herein, and also the costs in this behalf expended, and that execution be issued therefor.

The agreement referred to in the foregoing order and filed as aforesaid, is as follows, to wit:

Agreement.

In the United States circuit court. October term, 1870.

SOPHIA ASTLEY KIRKPATRICK
vs.
THE CITY OF ST. LOUIS.

Whereas, in this cause it is suggested that an error has occurred in the computation of the interest on the bonds & coupons sued on, it is agreed that the judgment and the verdict heretofore at this term rendered therein be set aside, and the cause is now submitted to the court sitting as *as* a jury, (a jury being waived,) for the correction of said errors, if any, at this term of court, upon the same evidence that
15 was given to the jury.

SAM. REBER,
Att'y for Def't
THO'S T. GANTT,
Att'y for Plaintiff.

OCT. 31, '70.

And afterwards, at said last-mentioned of said circuit court, the following further proceedings were had in said case on Thursday, the third day of November, in said year, to wit:

Motion for new trial filed.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
ag'st
THE CITY OF ST. LOUIS, DEFENDANT. } Debt on bonds.

This day comes the defendant, by attorney, and files its motion in writing to set aside the finding of the court herein, and to grand a new trial in this case, for the reasons and causes in said motion set forth.

The motion for a new trial referred to in the foregoing order, is in the words and figures following, to wit:

Motion.

In the United States circuit court for the districts of Missouri.

SOPHIA A. KIRKPATRICK
vs.
THE CITY OF ST. LOUIS.

And now comes the said defendant and moves the court to set aside the finding of facts by the court herein, or the verdict found by the court, and grant a new trial herein for the reasons—

16 First. That the amount found by the court is excessive in this, that the court finds the amount due to plaintiff to be payable in gold coin, whereas the bonds and coupons sued on are not so payable.

Second. That the finding of the court or verdict finds that the amount due plaintiff is payable in gold coin, whereas by the contracts sued on the defendant is only bound to pay in lawful money of the United States; and

Third. That the amount found by the court in favor of plaintiff exceeds the true amount due her.

Wherefore def't prays said finding or verdict to be set aside & a new trial granted herein.

REBER, *Att'y for Def't.*

And afterwards, at said last-mentioned term of said circuit court, the following further proceedings were had in said case on Friday, the fourth day of November in said year, to wit:

Motion for new trial overruled and bill of exceptions filed.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
ag'st
THE CITY OF ST. LOUIS, DEFENDANT. } Debt on bonds.

This day come the parties, by their respective attorneys, and the court having examined the motion heretofore filed by defendant to set aside the finding of the court herein and to grant a new trial in this case, and being fully advised of and concerning the same, now orders that said motion be, and the same is hereby, overruled. And thereupon, said defendant files its bill of exceptions in this case, which, being ex-
17 amined by the court, is signed and sealed and ordered to be made part of the record herein.

The bill of exceptions referred to in the foregoing order, and filed as aforesaid, is in the words and figures following, to wit:

Bill of exceptions.

In the U. S. circuit court for the district of Missouri.

SOPHIA A. KIRKPATRICK
vs.
THE CITY OF S LOUIS.

Be it remembered that this cause being submitted to the court, a jury having been waived by the parties, the plaintiff on the trial thereof before the court, to sustain the issues on her part, read in evidence the bonds and coupons described in her declaration, together with endorsements thereon, as follows, to wit:

UNITED STATES OF AMERICA, *State of Missouri.*

St. Louis City loan.

Bond No. 131. Cert. No. 131. Six per cent. stock. $1,000.

Know all men by these presents that the mayor, aldermen, and citizens of the city of St. Louis, acknowledge to owe to J. Delafield the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor, alder-
men, and citizens do hereby promise, for themselves and
18 their successors, well and truly to pay to the said J. Delafield or to his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank, in the city of New York. And the said

St. Louis City loan—$150,000.

mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June, in each and every year, upon the delivery of the coupons severally hereto annexed, until the payment of the said principal sum.

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1835, the mayor and treasurer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*
H. L. HOFFMAN, *Treasurer.*

J. A. WHERRY, *City Register.*

St. Louis City loan—$150,000.

To the cashier of the Phœnix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due 1st June, 1870, on certificate No. 131 of the St. Louis City loan of 1835.

$30. H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this bond, No. 131, to Sophia Astley Kirkpatrick or her assigns.

J. DELAFIELD.

19 UNITED STATES OF AMERICA, *State of Missouri.*

St. Louis City loan.

Bond No. 132. Cert. No. 132. Six per cent. stock. $1,000.

St. Louis City loan—$150,000.

Know all men by these presents that the mayor, aldermen, and citizens of the city of St. Louis, acknowledge to owe to J. Delafield the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor, aldermen, and citizens do hereby promise, for themselves and their successors, well and truly to pay to the said J. Delafield or to his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank, in the city of New York. And the said mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June, in each and every year, upon the delivery of the coupons severally hereto annexed, until the payment of the said principal sum.

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1835, the mayor and treasurer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed this twenty-seventh day of May, in the

St. Louis City loan—$150,000.

year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*
H. L. HOFFMAN, *Treasurer.*

J. A. WHERRY, *City Register.*

To the cashier of the Phenix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due 1st June, 1870, on certificate No. 132 of the St. Louis City loan of 1835.

$30. H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this bond, No. 132, to Sophia Astley Kirkpatrick or her assigns.

J. DELAFIELD.

UNITED STATES OF AMERICA, *State of Missouri.*

St. Louis City loan.

Bond No. 133. Cert. No. 133. Six per cent. stock. $1,000.

St. Louis City loan—$150,000.

Know all men by these presents that the mayor, aldermen, and citizens of the city of St. Louis acknowledge to owe to J. Delafield the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor, alderman, and citizens do hereby promise, for themselves and their successors, well and truly to pay to the said J. Delafield or to his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank, in the city of New York. And the said mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June, in each and every year, upon the delivery of the coupons severally hereto annexed, until the payment of the said principal sum.

21

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1835, the mayor and treasurer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed, this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*
H. L. HOFFMAN, *Treasurer.*

J. A. WHERRY, *City Register.*

St. Louis City loan—$150,000.

To the cashier of the Phenix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due 1st June, 1870, on certificate No. 133, of the St. Louis city loan of 1835.

H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this bond, No. 133, to Sophia Astley Kirkpatrick or her assigns.

J. DELAFIELD.

22 UNITED STATES OF AMERICA, *State of Missouri.*

St. Louis City loan.

Bond No. 134. Cert., No. 134. Six per cent. stock. $1,000.

St. Louis City loan—$150, 000.

Know all men by these presents that the mayor, aldermen, and citizens of the city of St. Louis, acknowledge to owe to J. Delafield, the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor, aldermen, and citizens do hereby promise, for themselves and their successors, well and truly to pay to the said J. Delafield or his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank, in the city of New York. And the said mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June, in each and every year, upon the delivery of the coupons severally hereto annexed, until the payment of the said principal sum.

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1865, the mayor and treasurer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed, this twenty-seventh day of May,

23 in the year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*
H. L. HOFFMAN, *Treasurer.*

J. A. WHERRY, *City Register.*

St. Louis City loan—$150, 000.

To the cashier of the Phenix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due 1st June, 1870, on certificate No. 134, of the St. Louis City loan of 1835.

$30. H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this bond, No. 134, to Sophia Astley Kirkpatrick or her assigns.

J. DELAFIE'D.

UNITED STATES OF AMERICA, *State of Missouri.*

St. Louis City loan.

Bond No. 135. Cert. No. 135. Six per cent. stock. $1,000.

Know all men by these presents that the mayor, aldermen,

St. Louis City loan—$150, 000.

and citizens of the city of St. Louis, acknowledge to owe to J. Delafield the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor, aldermen, and citizens do hereby promise, for themselves and their successors, well and truly to pay to the said J. Delafield or to his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank,
24 in the city of New York. And the said mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June, in each and every year, upon the delivery of the coupons severally hereto annexed, until the payment of the said principal sum.

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1835, the mayor and treasurer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed, this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*

J. A. WHERRY, *City Register.*

H. L. HOFFMAN, *Treasurer.*

St. Louis City loan—$150, 000.

To the cashier of the Phœnix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due 1st June, 1870, on certificate No. 125 of the St Louis City loan of 1835.

$30. H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this
25 bond, No. 135, to Sophia Astley Kirkpatrick or her assigns.

J. DELAFIELD.

UNITED STATES OF AMERICA, *State of Missouri.*

Saint Louis City loan.

Bond No. 136. Cert. No. 136. Six per cent. stock. $1,000.

St. Louis City loan—$150,000.

Know all men by these presents that the mayor, aldermen, and citizens of the city of St. Louis, acknowledge to owe to J. Delafield the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor, aldermen, and citizens do hereby promise for themselves and their successors, well and truly to pay to the said J. Delafield or to his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank, in the city of New York. And the said mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June, in each and every year,

St. Louis City loan—$150,000.

upon the delivery of the coupons severally hereto annexed, until the payment of the said principal sum.

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1835, the mayor and treas-
26 urer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed, this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*
H. L. HOFFMAN, *Treasurer.*

J. A. WHERRY, *City Register.*

To the cashier of the Phenix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due 1st June, 1870, on certificate No. 136, of the St. Louis City loan of 1835.,
$30 H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this bond, No. 136, to Sophia Astley Kirkpatrick or her assigns.

J. DELAFIELD.

UNITED STATES OF AMERICA, *State of Missouri.*

St. Louis City loan.

Bond No. 137. Cert. No. 137. Six per cent. stock. $1,000.

Know all men by these presents that the mayor, aldermen, and citizens of the city of St. Louis, acknowledge to owe to J. Delafield the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor,
27 aldermen, and citizens do hereby promise, for themselves and their successors, well and truly to pay to the said J. Delafield or to his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank, in the city of New York. And the said mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June, in each and every year, upon the delivery of the coupons severally hereto annexed, until the payment of the said principal sum.

St. Louis City loan—$150,000.

St. Louis City loan—$150,000.

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1835, the mayor, and treasurer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed, this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*
H. L. HOFFMAN, *Treasurer.*

J. A. WHERRY, *City Register,*

To the cashier of the Phenix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due
28 1st June, 1870, on certificate No. 137, of the St. Louis City loan of 1835.

$30. H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this bond, No. 137, to Sophia Astley Kirkpatrick or her assigns.

J. DELAFIELD.

UNITED STATES OF AMERICA, *State of Missouri.*

St. Louis City loan.

Bond No. 138. Cert. No. 138. Six per cent. stock. $1,000.

St. Louis City loan—$150,000.

Know all men by these presents that the mayor, aldermen, and citizens of the city of St. Louis, acknowledge to owe to J. Delafield the sum of one thousand dollars, lawful money of the United States of America, which sum the said mayor, aldermen, and citizens do hereby promise, for themselves and their successors, well and truly to pay to the said J. Delafield or to his assigns, on the first day of June, in the year of our Lord one thousand eight hundred and seventy, at the Phenix Bank, in the city of New York. And the said mayor, aldermen, and citizens, for themselves and their successors, do hereby engage to pay an interest thereon at the rate of six per cent. per annum, semi-annually, at the Phenix Bank, in the city of New York, to wit, thirty dollars on the first day of December, and thirty dollars on the first day of June in each and every year, upon the delivery of the coupons severally hereto annexed, until the payment of said principal sum.

29

[L. S.] In testimony whereof, and pursuant to an ordinance passed on the 25th of May, 1835, the mayor and treasurer of the city of St. Louis have signed, and the city register has countersigned, these presents, and have caused the seal of the city to be affixed, this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-five.

JOHN F. DARBY, *Mayor.*

H. L. HOFFMAN, *Treasurer.*

J. A. WHERRY, *City Register.*

St. Louis City loan—$150,000.

To the cashier of the Phenix Bank of New York:

Pay the bearer thirty dollars, being half a year's interest, due 1st June, 1870, on certificate No. 138 of the St. Louis City loan of 1835.

[$30.] H. L. HOFFMAN, *Treasurer.*

Assignment.

For value received, I, John Delafield, do hereby assign this bond, No. 138, to Sophia Astley Kirkpatrick, or her assigns.

J. DELAFIELD.

Coupon No. 6.

$30.] ST. LOUIS, 28*th April*, 1851.

Cashier of the Phenix Bank, New York:

Pay to bearer thirty dollars, being half a year's interest, due
30 on the 28th day of April, 1870, on the bond of the city of St. Louis, No. 6, issued under ordinance No. 2620.

W'M GLASGOW,
Treasurer.

Coupon No. 7.

$30.] ST. LOUIS, 28*th April*, 1851.

Cashier of the Phenix Bank, New York:

Pay to bearer thirty dollars, being half a year's interest, due on the 28th day of April, 1870, on the bond of the city of St. Louis, No. 7, issued under ordinance No. 2620.

W'M GLASGOW,
Treasurer.

Coupon No. 2.

To the cashier of the Bank of North America, Phil.:

Pay bearer thirty dollars, being half a year's interest, due 17th May, 1870, on the bond of the city of St. Louis, No. 2, to John Stacker or order, for iron water-pipes, dated 17th May, 1842.

$30.] W'M RENSHAW,
Treasurer.

Coupon No. 3.

To the cashier of the Bank of North America, Phil.:

Pay bearer thirty dollars, being half a year's interest, due 17th May, 1870, on the bond of the city of St. Louis, No. 3, to John Stacker or order, for iron water-pipes, dated 17th May, 1842.

30.] W'M RENSHAW,
Treasurer.

31 The plaintiff also read in evidence the two following stipulations:

1st stipulation.

Whereas Sophia Astley Kirkpatrick claims to be the holder of eight bonds of the city of St. Louis, all dated 27 May, 1835, numbered from 131 to 138, inclusive, each for the sum of one thousand dollars, payable on the first day of June, 1870, and each having annexed thereto a coupon for the sum of thirty dollars, interest due for six months, and payable on the 1st June, 1870, which bonds are all of the same tenor and date except in the numbering thereof, and are all payable to J. Delafield or his assigns, and purport to be assigned by said Delafield to Sophia Astley Kirkpatrick: Now, therefore, it is admitted on the part of the said city of St. Louis that the signature of J. Delafield to the assignment appearing on the back of each bond is genuine. It is further admitted and agreed that the plaintiff, in declaring upon said

bonds in the United States circuit court, may declare upon them all in one count, without being compelled to set out each bond separately in a distinct count. It is further admitted that the Phenix Bank is no longer the fiscal agent of the city at New York, but that the present fiscal agent of the city in New York City is the Bank of the Republic.

St. Louis, July 15, '70.

SAM REBER,
City Counselor, Attorney for the City of St. Louis.

2d stipulation.

In the United States circuit court for Mo.

SOPHIA ASTLEY KIRKPATRICK
vs.
THE CITY OF ST. LOUIS.

32 It is admitted in this cause that the plaintiff is the owner and legal holder of two coupons, drawn by W'm Glasgow, treasurer of the city of St. Louis, dated 28th April, 1851, addressed to the cashier of the Phenix Bank, New York, for thirty dollars each, being half a year's interest, due on the 28th April, 1870, on the bonds of the city of St. Louis, Nos. 6 & 7 respectively, issued under an ordinance No. 2620; and that the said plaintiff is, and since the first day of June, 1851, has been, the legal holder of the bonds from which the said coupons were cut; and that, prior to the 28th April, 1870, the said city of St. Louis removed and withdrew from the hands of the said cashier of the Phenix Bank all its money, funds, credits, and effects, and had no expectation that said coupons would be paid on presentment at said Phenix Bank on the 28 April, 1870. Also that plaintiff, on the 1st June, 1842, or there abouts, became the legal holder of bonds Nos. 2 & 3 of the city of St. Louis, dated 17 May, 1842, issued to John Stacker or order, for iron water-pipes, with the coupons to the same attached for interest, addressed to the cashier of the Bank of North America, Philadelphia; and that, before 17 May, 1870, the defendant removed & withdrew from the said cashier of the Bank of North America, & said bank, all its funds, money-credits, and effects, and had no reason to believe or expect that said coupons, due on 17 May, 1870, would be paid if presented to said Bank of North America on the 17 May, 1870.

St. Louis, July 21, '70.

SAM REBER,
City Counselor, & Att'y for the City of St. Louis.

33 And thereupon the cause being finally submitted to the court, the court found the issues for the p'tiff and assessed the am't of the finding in the sum of $8,569 47, payable in gold coin.

Whereupon, on the 3rd day of November, 1870, the defendant filed its motion for a new trial in the words & figures following, viz: (See page 14 of this transcript,) which motion was by the court overruled, and the defendant, at the time, excepted and prayed the court to allow & seal this its bill of exceptions which is done this day of November, 1870.

SAMUEL TREAT. [SEAL.]

And afterwards, at said last-mentioned term of said circuit court, the

following further proceedings were had in said case on Saturday, the fifth day of November, in said year, to wit:

Appeal bond filed.

SOPHIA ASTLEY KIRKPATRICK, PLAINTIFF,
ag'st
THE CITY OF ST. LOUIS, DEFENDANT. } Debt on bonds.

It is ordered that a supersedeas be granted staying all further proceedings upon the judgment heretofore rendered in this case, a writ of error having been allowed to the Supreme Court of the United States, and a bond with sureties having been executed and approved as required by law.

The bond referred to in the foregoing order and filed as aforesaid, is in the words and figures following, to wit:

Appeal bond.

Know all men by these presents that we, The City of Saint Louis, as principal, and Nathan Cole, of said city, and John G. Priest, The-
34 ophile Papin, and Ephraim G. Obear, all of said city, as sureties, are held and firmly bound unto Sophia Astley Kirkpatrick in the full and just sum of eleven thousand dollars, to be paid to the said Sophia Astley Kirkpatrick, her heirs, executors, administrators, or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this fifth day of November, in the year of our Lord one thousand eight hundred and seventy.

Whereas lately, at the October term, 1870, of the circuit court of the United States for the districts of Missouri, in a suit depending in said court, between Sophia Astley Kirkpatrick, plaintiff, and The City of St. Louis, defendant, judgment was rendered against said defendant, the city of St. Louis, and the said defendant, The City of St. Louis, having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said plaintiff, Sophia Astley Kirkpatrick, citing and admonishing her to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next: Now, the condition of the above obligation is such, that if the said defendant, The City of St. Louis, shall prosecute said writ to effect, and answer all damages and costs if it fail to make good its plea, then the above obligation to be void; else to remain in full force and virtue.

NATHAN COLE, *Mayor.* [SEAL.]
NATHAN COLE, [SEAL.]
35 JOHN G. PRIEST. [SEAL.]
THEOPHILE PAPIN. [SEAL.]
E. G. OBEAR. [SEAL.]

Sealed and delivered in presence of—

Approved by—

SAMUEL TREAT, *Judge.*

36 UNITED STATES OF AMERICA,
Circuit Court for the Districts of Missouri, ss:

I, Benjamin F. Hickman, clerk of the circuit court of the United

States in and for the districts of Missouri, do hereby certify the writing hereto annexed to be a transcript of the record and proceedings in case of Sophia Astley Kirkpatrick, plaintiff, against The City of St. Louis, defendant, debt on bonds, as fully as the same remain on file and of record in said case in my office.

In witness whereof I hereunto subscribe my name, and affix the seal of said court, at office in the city of St Louis, in said districts, this fifteenth day of November, in the year of our Lord eighteen hundred and seventy.

[SEAL.] BEN. F. HICKMAN,
Clerk of said Court.

37 (Indorsed:) No. , A. D. 186 . United States circuit court, districts of Missouri. Sophia Astley Kirkpatrick, plaintiff, against The City of St. Louis, defendant. Duly certified transcript of the record & proceedings in the above entitled cause.

38 UNITED STATES OF AMERICA, *ss:*

[SEAL.] The President of the United States of America to the honorable the judges of the circuit court of the United States for the districts of Missouri, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, at the October term, 1870, of said court, between Sophia Astley Kirkpatrick, plaintiff, and The City of St. Louis, defendant, a manifest error hath happened to the great damage of the said defendant, The City of St. Louis, as by its complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Salmon P. Chase, Chief Justice of the said Supreme Court, this fifth of November, in the year of our Lord one thousand eight hundred and seventy.

Issued at office in the city of St. Louis, with the seal of the circuit court of the United States for the districts of Missouri, dated as aforesaid.

BEN. F. HICKMAN,
Clerk C. C. U. S. Missouri Districts.

Allowed by—

SAMUEL TREAT, *Judge.*

39 UNITED STATES OF AMERICA,
Districts of Missouri:

In obedience to the command of the within writ, I herewith transmit a copy of the record and proceedings in the within-named case.

BEN. F. HICKMAN,
Clerk U. S. Circuit Court Districts of Missouri.

40 The United States of America to Sophia Astley Kirkpatrick, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States for the districts of Missouri, wherein The City of St. Louis is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Samuel Treat, one of the judges of the circuit court of the United States for the districts of Missouri, this fifth day of November, in the year of our Lord one thousand eight hundred and seventy.

SAMUEL TREAT.

41 I acknowledge service of the within citation this fifth day of November, A. D. 1870.

THO'S T. GANTT,
Pl'ff's Attorney.

(Indorsement on cover:) No. 330. The City of Saint. Louis, plaintiff in error, vs. Sophia Astley Kirkpatrick. Missouri C. C. U. S. Filed 5th December, 1870.